

INTERLOCAL AGREEMENT BETWEEN THE HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY BEACH DISTRICT AND THE
CITY OF HOLLYWOOD.

THIS AGREEMENT is made and entered into this _____day of _____, 2025, by and between the Hollywood, Florida Community Redevelopment Agency Beach District, ("CRA") and the City of Hollywood, a municipal corporation of the State of Florida ("City").

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969 ("The Act") allows local government units to cooperate with other such units on a basis of mutual advantage and thereby to provide services that will accord best with geographic, economic and other factors influencing the needs and development of local communities; and

WHEREAS, the CRA was established pursuant to Chapter 163, Florida Statutes, in order to eliminate slum and blight, and encourage redevelopment and revitalization of the CRA areas in accordance with the redevelopment plans of the CRA; and

WHEREAS, the Project that is the subject of this agreement ("the Project") will include but will not be limited to the following:

- Improving the existing drainage system and adjusting the profile of the E/W streets to mitigate flooding
- Harmonizing the public right-of-way and private property to reduce flooding
- Ensuring safety and safe conditions through infrastructure improvements
- Reducing runoff by increasing pervious areas
- Creating a safe and resilient environment which stimulates commercial redevelopment and revitalization
- Upgrading the level of service, accessibility and quality of life for residents and visitors

; and

WHEREAS, the Project improvements will mitigate flooding along the local street connectors, improve sunny day flooding by raising the east west streets and harmonize, and create safe access to and from State Road A1A, Florida Department of Transportation Right-Of-Way; and

WHEREAS, the Project was identified within the 1997 Hollywood Beach Community Redevelopment Plan, as it promotes redevelopment and eliminates the causes of physical and economic blight; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) awarded the City a Community Project Funding Grant towards coastal resiliency on the City's Barrier Island from Harrison Street to Magnolia Terrace; and

WHEREAS, the City, on behalf of the CRA, applied for this grant in a total aggregate amount not to exceed \$500,000.00; and

WHEREAS, on February 13, 2025, HUD a grant for the Coastal Resiliency Phase IV East-West Streets (Resiliency And Hardening) Project in the amount of \$500,000.00; and

WHEREAS, on March 13, 2025, a Grant Agreement was executed, with a copy attached hereto as Exhibit "A"; and

WHEREAS, on December 6, 2023, the CRA Board approved resolution No. R-CRA 2023-61 approving the expenditures for construction services for Phase IV- Undergrounding of Overhead utilities and Streetscape beautification in an amount of up to \$48,277,581.36, which includes all work associated with coastal resiliency and flood management; and

WHEREAS, on June 18, 2025, the City Commission passed and adopted Resolution No. R-2025-422 ratifying the submission of an application to the U.S. Department of Housing and Urban Development for the implementation of resiliency and flood management in an amount up to \$500,00.00 with no match requirements; and

WHEREAS, this Interlocal Agreement provides for repayment to the CRA of the HUD grant reimbursement awarded to the City for the construction cost paid by the CRA to implement the scope associated with the CRA Coastal Resiliency Phase IV East-West project from Harrison Street to Magnolia Terrace Between State Road A1A and the Broadwalk in an amount up to \$500,000.00; and

WHEREAS, funding for this project is included in the FY 2025 Capital Improvement projects and is available in grant expenditure account 163.639901.55200.563010.XXXXX.000.000 in the total amount of \$500,000.00;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1 AUTHORITY AND CONDITIONS PRECEDENT

The above recitals and findings of fact contained in this Agreement are true and correct and incorporated by reference.

This Agreement is entered into pursuant to Section 163.387, Florida Statutes,

and The Act, and all applicable provisions of Section 163.387 and The Act are made a part of this Agreement and incorporated as set forth at length in this Agreement.

ARTICLE 2 PROJECT DESCRIPTION

In accordance with the US Department of Housing and Urban Development FY 2024 Community Project Funding Grant Agreement between HUD and the City, the Coastal Resiliency Scope will include eighteen (18) City streets. Improvements will include raising the roadway profile, installing storm a drainage system, replacing roadway asphalt surfaces with pavers and concrete sidewalks with pavers, harmonizing the adjacent properties with the new higher roadway profile, installing or reconstructing ADA-compliant sidewalks, among other flood management efforts.

ARTICLE 3 CRA CONTRIBUTION TO THE PROJECT

The total grant amount awarded to the City is \$500,000.00, with no match. Upon completion and acceptance by HUD of the construction work, the City will receive, on behalf of the CRA, progress reimbursement payments from HUD in an amount up to \$500,000.00.

The CRA shall submit all deliverables for each task to HUD's Grant Manager, who will monitor and verify that all submittals meet all performance measures required by HUD, along with Contractor(s) completed project tasks to seek written acceptance by HUD.

Upon approval of a reimbursement request, HUD will be required to pay the City as provided in the term of the executed grant agreement between the City and the HUD.

The City shall pay the CRA the cost associated with the HUD Community Project Funding Grant within 30 days of receipt of reimbursement from HUD.

ARTICLE 4 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date first written above, and this agreement shall remain in effect until the Project is completed.

ARTICLE 5 NOTICE

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CRA:

George R. Keller, Jr., CPPT,
CRA Executive Director
1948 Harrison Street
Hollywood, Florida 33020

with copies to:

Damaris Henlon
General Counsel
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

AS TO CITY

George R. Keller, Jr., CPPT
City Manager
2600 Hollywood Boulevard, Room 421
Hollywood, Florida 33020

with copies to:

Damaris Henlon, City Attorney
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

ARTICLE 6
JURISDICTION, VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 7
MISCELLANEOUS

THIRD PARTY RIGHT - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CRA and CITY.

WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

ENTIRETY OF THE AGREEMENT – CRA and CITY agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of CRA and CITY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the Hollywood, Florida, Community Redevelopment Agency, by and through its Board, signing by and through its Chair, authorized to execute same by Board action on the day of _____, 2025 and the City, by and through its Commission, signing by and through its Mayor, authorized to execute same on the _____ day of _____, 2025.

CITY OF HOLLYWOOD, a Florida
municipal corporation

By: _____
Josh Levy
Mayor

ATTEST:

By: _____
Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM

By: _____
Damaris Henlon,
City Attorney

HOLLYWOOD COMMUNITY
REDEVELOPMENT AGENCY, a
dependent special district of the City
of Hollywood

By: _____
Josh Levy
Chair

ATTEST:

By: _____
Phyllis Lewis, Board Secretary

APPROVED AS TO FORM

By: _____
Damaris Henlon,
General Counsel